

Document #4773

6/26/86

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: TENTATIVE DESIGNATION OF ROSS ASSOCIATES
DISPOSITION PARCEL 68-70 BARTLETT STREET, ROXBURY
IN THE KITTREDGE SQUARE URBAN RENEWAL AREA

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title 1 of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title 1, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, Ross Associates has expressed an interest in and has submitted a satisfactory proposal for the development of Disposition Parcel 68-70 Bartlett Street, Roxbury in the Kittredge Square Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY.

1. That Ross Associates be and hereby is tentatively designated as Redeveloper of Disposition Parcel 68-70 Bartlett Street, Roxbury in the Dudley Square Study Area subject to:

- (a) Concurrence in the proposed disposal transaction by the Department of Housing and Urban Development;
- (b) Publication of all public disclosure and issuance of all approvals required by the Massachusetts General Laws and Title 1 of the Housing Acts of 1949, as amended;
- (c) Submission within two hundred seventy (270) days in a form satisfactory to the Authority of:

- (i) Evidence of the availability of necessary equity funds, as needed; and
- (ii) Evidence of firm financial commitments from banks or other lending institutions; and
- (iii) Final Working Drawings and Specifications; and
- (iv) Proposed development and rental schedule.

2. That disposal of Parcel 68-70 Bartlett Square, Roxbury by negotiation is the appropriate method of making the land available for redevelopment.

3. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

4. That the Authority execute with the redeveloper a license for the purpose of early entry onto the property for test borings and utility inspection, incorporating the Authority's usual insurance requirements.

5. That the developer be and hereby is authorized to petition the Board of Appeals for any zoning changes that may be necessary to complete the proposed development.

6. That it is the firm intent of the Authority to revoke this designation if the above referred to conditions are not complied with.

7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

LOCATION MAP

JOHN ELIOT SQUARE

(WITHIN THE DUDLEY SQUARE STUDY AREA)



Roxbury Highlands Neighborhood Association, Inc.



Serving the Roxbury Highlands/Fort Hill/Highland Park Community

The Joint Planning and Development Committee of the Roxbury Highlands Neighborhood Association, the Roxbury Highlands Historical Society, The Fort Hill Civic Association, and the Linwood Hill Neighborhood Association

May 13, 1986

Muhammad Ali-Salaam
Director, Dudley Site Office
Boston Redevelopment Authority
2406 Washington Street
Roxbury, MA 02119

Re: Bartlett Court Development Proposal
(former site of the Eliot Hotel)
Developer - Ross Associates

Dear Muhammad,

We, the members of the Joint Planning and Development Committee, have reviewed the development plans for Bartlett Court in John Eliot Square as presented by Ross Associates. The final design calls for 22 residential units, garaged parking for 21 cars and a court yard in the rear. We find this number of units, which is a reduction from the original plan, and the solution to the parking problem to be entirely satisfactory. The design shows sensitivity to the architectural character of John Eliot Square and the surrounding neighborhood and accordingly has received our approval.

We are pleased to see another mixed income development by Ross Associates occur in John Eliot Square. We urge the BRA to designate Ross Associates as the developer at its earliest convenience.

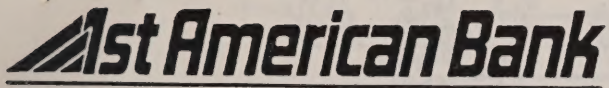
Yours Respectfully,

Walter J. Krueckl

Walter Krueckl
President of the Roxbury
Highlands Historical Society

Beth Deare

Beth Deare
President of the Roxbury
Highlands Neighborhood
Association



June 6, 1986

Mr. Ross E. Perry
General Partner
Ross Associates
655 Boylston St.
Boston, MA 02116

Re: Letter of Interest in Providing Construction & Permanent Financing,
including Home Mortgage Loans to Bartlett Court Associates

Dear Ross,

Upon review of the projections for your Bartlett Court Proposal for 22 residential units, we have determined that the project meets our preliminary guidelines used to evaluate construction and permanent loans, including home mortgage loans.

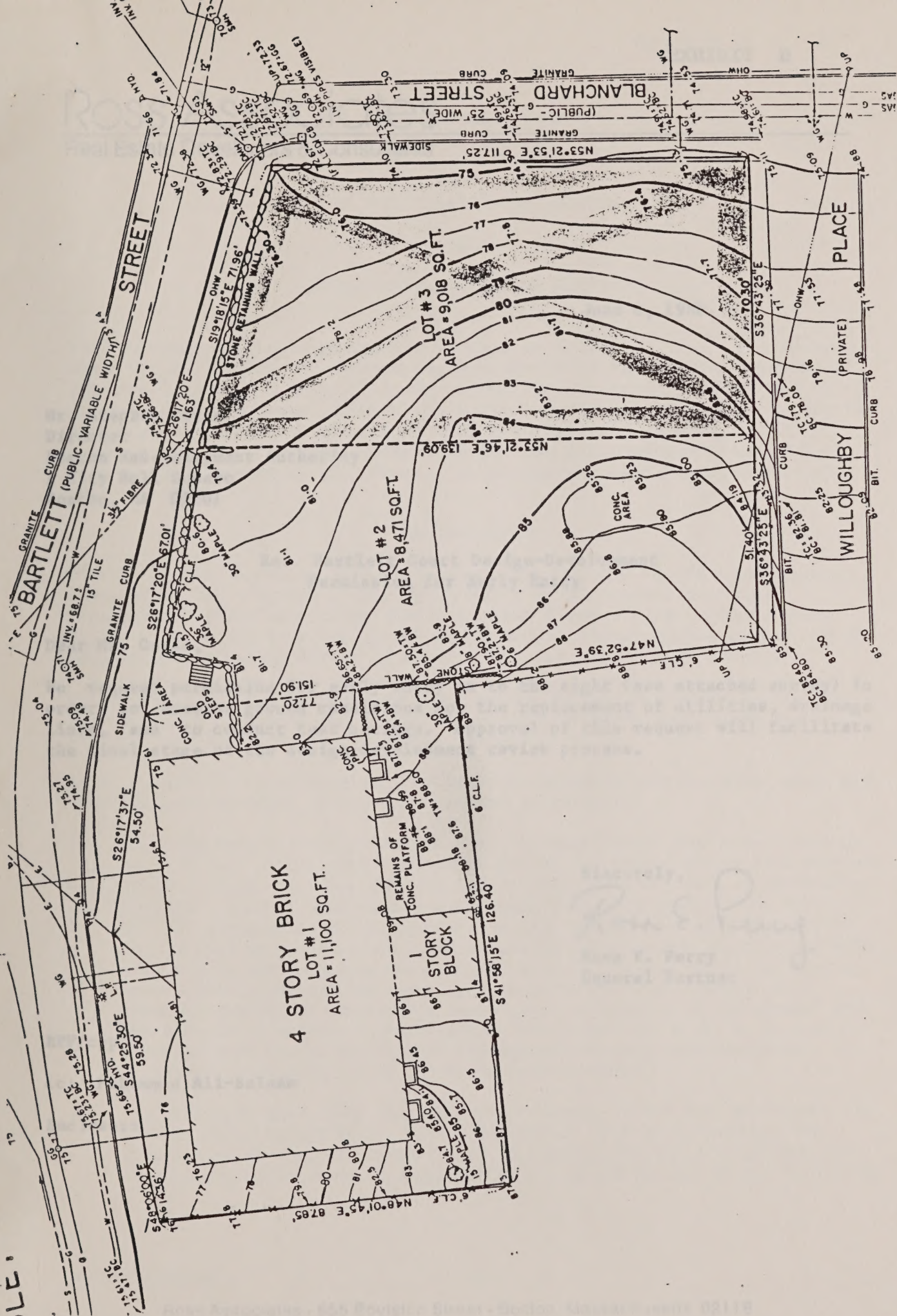
We understand that your proposal is being submitted to the Boston Redevelopment Authority (BRA) and, accordingly, you cannot provide us with the additional detailed information that we require to formalize our loan process.

As you know this letter is not a commitment to provide financing to the project, but is rather our letter of interest. However, once you have received tentative designation from the BRA for the property we would be glad to review in detail your formal financing proposal to the 1st American Bank.

Sincerely,

A handwritten signature in cursive script, appearing to read 'S. Bennett', written over a horizontal line.

Stan Bennett
Assistant Vice President



Ross Associates

Real Estate Developers & Consultants

June 6, 1986

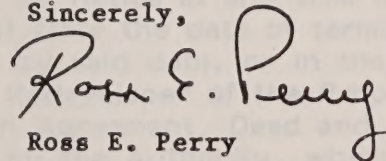
Mr. Stephen Coyle
Director
Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201

Re: Bartlett Court Design-Development
Permission for Early Entry

Dear Mr. Coyle,

We request permission for early entry on to the site (see attached survey) in order to examine ground conditions for the replacement of utilities, drainage lines, and to conduct test borings. Approval of this request will facilitate the final stage of the design-development review process.

Sincerely,



Ross E. Perry
General Partner

REP/cpp

cc: Muhammad Ali-Salaam

Enclosure

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

ROSS ASSOCIATES OF BOSTON

This Agreement (the "Agreement") is made as of the day of June 1986, by and between the Boston Redevelopment Authority (the "Authority" and the "Licensor"), a public body, politic and corporate, created and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, and Ross Associates, a corporation duly organized and existing under Chapter 180 of the Massachusetts General Laws and having a place of business at 655 Boylston Street, Boston, Massachusetts (the "Redeveloper" and the "Licensee").

WITNESSETH

WHEREAS, the Authority adopted a resolution on June 12, 1986 tentatively designating the Licensee as the Redeveloper of the vacant land (the "Property") which constitutes #68-70 Bartlett Street in the Dudley Square Study Area, subject to the terms and conditions stated therein (a copy of the resolution is attached hereto as Exhibit "A" and made a part hereof);

WHEREAS, Section 4 of said resolution authorized the Authority to execute with the Redeveloper a license for the purpose of early entry onto the Property for test borings and utility inspection.

NOW, THEREFORE, in consideration of these presents and for other good and valuable consideration, it is hereby agreed as follows:

1. This Agreement shall commence from the date hereof and shall continue in force and effect until terminated either, by notice at any time with or without cause from the Licensor which shall state the date of termination and the Licensee shall vacate the Property by said date, or in the event of final designation of the Licensee as the Redeveloper of the Property, on the date an appropriate Land Disposition Agreement, Deed and related instruments are executed respectively and by the Authority, whichever occurs first. Notwithstanding such termination, the Licensee shall remain liable for all obligations theretofore accrued by it hereunder and the obligations of the Licensee under Paragraphs 3, 4, 5, 6, 7, and 9 shall survive the termination of the Agreement, but otherwise the Licensee's obligations shall not survive termination.
2. The Licensor shall make available the Property in its then condition, "as is", it being agreed that, during the period of this Agreement, the Licensee shall have the opportunity to examine the same in all respects. The Licensor has made no representations or warranties of any kind with

respect to such condition and it shall have no obligation to do any work on or with respect to the Property, or the respective condition thereof.

3. The Licensee immediately after submission to the Licensor of the evidence of insurance required by Paragraph 8 hereof shall be authorized respectively, to enter and inspect the Property and undertake such tests, surveys and examinations as it determines, and to enter and inspect the Property and undertake such tests, surveys and examinations of the existing subsoil as it determines (the "subsoil examination work"), subject to the following procedure. Within seven (7) business days after submission of evidence of insurance, the Licensee shall submit a stability and subsoil examination program to the Licensor for approval and shall complete such work to the satisfaction of the Licensor within thirty (30) business days of receipt of such approval, unless the completion date is extended, and approval of any requests by the Licensee for extension of the completion date shall not be unreasonably withheld. If the Licensor disapproves the work program on the basis that additional work is required and upon notice thereof to the Licensee, it declines to perform such additional work for any reason, the Licensor may at its option by notice terminate this Agreement. The Licensor shall have the right to review all aspects of the work performed hereunder in order to insure that such work is undertaken in a manner and to the extent consistent with the obligations of the Licensee under this Paragraph and Paragraph 4 below.
4. The Licensee agrees that all tests, surveys and examinations undertaken by it, all stability or subsoil examination work done by it for or with respect to the Property, or any part thereof shall be at its sole cost and expense without liability to the Licensor and in this regard the Licensor shall not be obligated to reimburse the Licensee, its employees, agents, contractors and/or sub-contractors for any funds expended, that the same shall be undertaken in compliance with all applicable laws and regulations, and that the Licensee shall have the responsibility to secure all required permits and approvals for such work.
5. The Licensee hereby agrees to defend, indemnify and hold harmless the Licensor, its members, officers and employees from and against all actions, claims, costs, fees, expenses, liabilities and damages (including attorneys fees and costs of investigation and litigation) whatsoever which may be incurred or for which liability may be asserted as a result of any activities undertaken by or for the Licensee in its implementation of this Agreement or its work with respect to the Property. The Licensor shall give notice to the Licensee of any such actions, claims, costs, fees, expenses, liabilities or damages.
6. a. Before entering the Property or commencing work the Licensee shall submit copies of its Workmen's Compensation, Manufacturers' and Contractors' Public Liability Insurance and Comprehensive Property Liability Insurance policies to the Licensor or other evidence of insurance. It shall similarly submit its contractors' and/or sub-contractors' policies of similar insurance before each commences

work. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and shall be kept in force until the Licensee's work is completed to the satisfaction of the Licenser. Contracts of insurance (covering all operations under this Agreement) which expire before the Licensee's work is completed to the satisfaction of the Licenser shall be renewed. Failure to maintain the insurance coverage required hereunder shall be a breach of this Agreement and the Licenser shall have the right in addition to any other remedy to terminate this Agreement. For purposes of this Paragraph and Paragraphs 8(c) and (d) below, the term "evidence of insurance" shall mean certificates of insurance where the Licenser is named as the certificate holder.

- b. The Licensee shall carry or require that there be carried Workmen's Compensation Insurance for all its employees and those of its contractors and/or or sub-contractors engaged in work at the Property, in accordance with State Workmen's Compensation Laws. The Licensee shall give written or printed notice to all persons under contract of hire with it and to every person with whom it is about to enter into a contract of hire, that it has provided for payment to injured employees by insuring as provided under Chapter 152 of the Massachusetts General Laws. The foregoing shall also apply to contractors and sub-contractors. The form of notice to be posted is prescribed by the Department of Industrial Accidents of the Commonwealth of Massachusetts.
- c. The Licensee shall carry or require that there be carried Manufacturers' and Contractors' Public Liability Insurance with limits of Five Hundred Thousand (\$500,000) Dollars for injury or death to one person and One Million (\$1,000,000) Dollars for injury or death to more than one person in a single accident, to protect the Licensee and its contractors or sub-contractors against claims due to accidents which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment, hoists, motor vehicles on the Property or hauling materials or debris from the same. The Licenser shall be named as co-insured on such policy, and in the evidence of insurance.
- d. The Licensee shall carry, during the life of this Agreement, Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand (\$500,000) Dollars for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of not less than one Million (\$1,000,000) Dollars for all damages arising out of injury to or destruction of property. The Licenser shall be named as co-insured on such policy, and in the evidence of insurance.
- e. The Licensee shall provide the Licenser an insurance policy written in the name of the Licenser, its members, officers, and employees for any liability which might be incurred against them as a result of any operations of the Licensee or its contractors or sub-contractors. Such insurance shall provide for a limit of not less than \$500,000

for all damages arising from bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death to two or more persons in any one accident; and not less than \$500,000 for all damages arising out of injury to or destruction of property in any one accident; and subject to that limit per accident, a total (or aggregate) limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property.

7. The Licensee agrees that upon termination of this Agreement, in accordance with Paragraph 1 hereof, other than for final designation, it shall vacate the Property and remove all rubbish, debris and non-indigenous material which was placed thereon by said Licensee or its contractors, and or sub-contractors during the period hereof, and shall restore or remedy any damage to the Property resulting from its tests, surveys, or examinations thereof or any subsoil examination work.
8. The Licensee shall not discriminate in its hiring practices nor will it allow any of its employees, agents, contractors and or sub-contractors to discriminate upon the basis of race, color, sex, religion or national origin in regard to its activities and work required hereunder.
9.
 - a. Time is of the essence in the performance of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually fulfill the conditions applicable to each of them.
 - b. The waiver by the Licensor or any breach of any term or condition herein contained shall not be deemed to be a waiver or any subsequent breach of the same or any other term or condition herein contained.
 - c. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
 - d. No member, officer or employee of the Licensor shall be personally liable to the Licensee in the event of any default or breach by the Licensor or for any amount which may become due to the Licensee or on any obligation under the terms of this Agreement.
 - e. Whenever under this Agreement, notices, approvals, submittals, satisfactions, requests or waivers are required or permitted the same shall be effective and valid only when given in writing signed by a duly authorized officer or person of the respective parties.

Any notice, approval, submittal, satisfaction, request or waiver required or desired to be given pursuant to this Agreement, shall be in writing and shall be personally served or, in lieu of personal service, by depositing same in the United States mail, postage prepaid, certified or registered mail. If addressed to the Licensor, its address is:

Stephen F. Coyle, Director
Boston Redevelopment Authority
One City Hall Square / 9th Floor
City Hall
Boston, Massachusetts 02110

and if addressed to the Licensee, its address is:

Ross Associates
655 Boylston Street
Boston, Massachusetts 02116
Attn: Mr. Ross Perry

Either party may change its respective address by giving written notice to the other in accordance with the provisions hereof.

- f. Nothing herein shall constitute the relation between the parties hereto to be other than an independent one, it being their intent that this Agreement shall not constitute a partnership or a joint venture.
- g. In its discretion, the Licensor may waive, amend or alter any conditions herein contained to be performed by the Licensee for its benefit with the consent of the Licensee.
- h. The Licensee may not assign any of its rights or obligations hereunder without the prior approval of the Licensor, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered as of the date first above written.

Approved As To Form:

Boston Redevelopment Authority

Chief General Counsel
Boston Redevelopment Authority

Stephen Coyle, Director

Ross Associates

Title:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART I - REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE ¹

Form Approved
OMB No. 63R-0867

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper: Ross Associates
b. Address and ZIP Code of Redeveloper: 655 Boylston Street
Boston, MA 02116
c. IRS Number of Redeveloper: #04-2851219

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

Boston Redevelopment Authority

(Name of Local Public Agency)

in John Eliot Square

(Name of Urban Renewal or Redevelopment Project Area)

in the City of Boston, State of MA,
is described as follows ²

Land parcel located in Ward 9, Roxbury, MA. Bounded by Bartlett, Blanchard and Willoughby streets.

(see attached survey)

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of Massachusetts:

☐ A corporation.

☐ A nonprofit or charitable institution or corporation.

☒ A partnership known as: Ross Associates

☐ A business association or a joint venture known as

☐ A Federal, State, or local government or instrumentality thereof.

☐ Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:
October 1982

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows: See attached developer resume

¹If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

²Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

PART I - REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE (Continued)

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock¹.
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
See attached developer resume
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODEPOSITION TITLE (if any) AND PERCENT OF INTEREST OR
DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper):

NAME, ADDRESS, AND ZIP CODEDESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but only if land is to be redeveloped or rehabilitated in whole or in part for residential purposes.)

¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

PART I - REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE (Continued)

Form Approved
OMB No. 63R-0867

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

- a. Total cost of any residential redevelopment. \$
- b. Cost per dwelling unit of any residential redevelopment. \$ See attached
- c. Total cost of any residential rehabilitation \$ schedule
- d. Cost per dwelling unit of any residential rehabilitation \$ "Project Costs"

2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

TYPE AND SIZE OF DWELLING UNIT	ESTIMATED AVERAGE MONTHLY RENTAL	ESTIMATED AVERAGE SALE PRICE
	\$	\$

See attached schedule

"Sale Proceeds & Profit Distributions"

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals;

Parking is included in the purchase price of the unit.

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices: All appliances will be provided by the developer

CERTIFICATION

I (We)¹ Ross Associatescertify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.²Dated: May 6, 1986

Dated: _____

Ross E. Perry
Signature

Signature

Ross E. Perry
General Partner

Title

655 Boylston Street Boston, MA 02116

Address and ZIP Code

Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

PART II - REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

(For Confidential Official Use of the Local Public Agency and the Department of Housing and Urban Development. Do Not Transmit to HUD Unless Requested or Item 8b is Answered "Yes.")

1. a. Name of Redeveloper: Ross Associates

b. Address and ZIP Code of Redeveloper: 655 Boylston Street
Boston, MA 02116

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

Boston Redevelopment Authority

(Name of Local Public Agency)

in John Eliot Square

(Name of Urban Renewal or Redevelopment Project Area)

in the City of Boston, State of MA,
is described as follows:

Land parcel located in Ward 9, Roxbury, MA Bounded by Bartlett, Blanchard and Willoughby Streets (see attached survey)

3. Is the Redeveloper a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms? ☐ YES ☐ NO

If Yes, list each such corporation or firm by name and address, specify its relationship to the Redeveloper, and identify the officers and directors or trustees common to the Redeveloper and such other corporation or firm.

Presented to 1st American Bank
in order to obtain financing.
Please call CPA-noted below.

4. a. The financial condition of the Redeveloper, as of _____, 19____, is as reflected in the attached financial statement.

(NOTE: Attach to this statement a certified financial statement showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.)

b. Name and address of auditor or public accountant who performed the audit on which said financial statement is based: Ross E. Perry, CPA
c/o Ross Associates 655 Boylston St. Boston, MA 02116

5. If funds for the development of the land are to be obtained from sources other than the Redeveloper's own funds, a statement of the Redeveloper's plan for financing the acquisition and development of the land:

Financing will be provided by the 1st American Bank. See attached letter of interest.

PART II - REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY (Continued)

6. Sources and amount of cash available to Redeveloper to meet equity requirements of the proposed undertaking:

a. In banks:

NAME, ADDRESS, AND ZIP CODE OF BANK

see sect. #7 below

AMOUNT

\$

b. By loans from affiliated or associated corporations or firms:

NAME, ADDRESS, AND ZIP CODE OF SOURCEAMOUNT

\$

c. By sale of readily salable assets:

DESCRIPTIONMARKET VALUE

\$

MORTGAGES OR LIENS

\$

7. Names and addresses of bank references: Stan Bennett-1st American Bank
572 Columbia Road
Boston, MA 02125

8. a. Has the Redeveloper or (if any) the parent corporation, or any subsidiary or affiliated corporation of the Redeveloper or said parent corporation, or any of the Redeveloper's officers or principal members, shareholders or investors, or other interested parties (as listed in the responses to Items 5, 6, and 7 of the Redeveloper's Statement for Public Disclosure and referred to herein as "principals of the Redeveloper") been adjudged bankrupt, either voluntary or involuntary, within the past 10 years? ☐ YES ☒ NO

If Yes, give date, place, and under what name.

- b. Has the Redeveloper or anyone referred to above as "principals of the Redeveloper" been indicted for or convicted of any felony within the past 10 years? ☐ YES ☒ NO

If Yes, give for each case (1) date, (2) charge, (3) place, (4) Court, and (5) action taken. Attach any explanation deemed necessary.

9. a. Undertakings, comparable to the proposed redevelopment work, which have been completed by the Redeveloper or any of the principals of the Redeveloper, including identification and brief description of each project and date of completion:

See attached developer resume

PART II - REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY (Continued)

- b. If the Redeveloper or any of the principals of the Redeveloper has ever been an employee, in a supervisory capacity, for construction contractor or builder on undertakings comparable to the proposed redevelopment work, name of such employee, name and address of employer, title of position, and brief description of work:

See attached developer resume

10. Other federally aided urban renewal projects under Title I of the Housing Act of 1949, as amended, in which the Redeveloper or any of the principals of the Redeveloper is or has been the redeveloper, or a stockholder, officer, director or trustee, or partner of such a redeveloper: N/A

11. If the Redeveloper or a parent corporation, a subsidiary, an affiliate, or a principal of the Redeveloper is to participate in the development of the land as a construction contractor or builder: N/A

- a. Name and address of such contractor or builder:

- b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract? ☐ YES ☐ NO

If Yes, explain:

- c. Total amount of construction or development work performed by such contractor or builder during the last three years: \$ _____.

General description of such work:

- d. Construction contracts or developments now being performed by such contractor or builder:

IDENTIFICATION OF
CONTRACT OR DEVELOPMENT

LOCATION

AMOUNT
\$

DATE TO BE
COMPLETED

PART II - REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY (Continued)

e. Outstanding construction-contract bids of such contractor or builder:

AWARDING AGENCYAMOUNT

\$

DATE OPENED

12. Brief statement respecting equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the redevelopment of the land, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

13. a. Does any member of the governing body of the Local Public Agency to which the accompanying bid or proposal is being made or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☐ NO

If Yes, explain.

- b. Does any member of the governing body of the locality in which the Urban Renewal Area is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☐ NO

If Yes, explain.

14. Statements and other evidence of the Redeveloper's qualifications and financial responsibility (other than the financial statement referred to in Item 4a) are attached hereto and hereby made a part hereof as follows:

CERTIFICATION

I (We)¹ Ross Associates

certify that this Redeveloper's Statement of Qualifications and Financial Responsibility and the attached evidence of the Redeveloper's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.²

Dated: May 6, 1986

Dated: _____

Ross E. Perry
Signature
General Partner

Title

Signature

Title

655 Boylston St. Boston, MA 02116

Address and ZIP Code

Address and ZIP Code

¹ If the Redeveloper is a corporation, this statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper.

² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department

DEVELOPMENT TEAM

Developer: Ross Associates
655 Boylston St.
Boston, MA

Address as of 7/1/86

10 Eliot Square
Roxbury, MA
(Resume of Company & Principals Attached)

Architect: Ross Associates
Edward Snow, Architect

Attorney: Hale & Dorr
60 State Street
Boston, MA

Property Management: Equity Management
655 Boylston St.
Boston, MA
An Affiliate of Ross Associates

Contractor: M. O'Connor Contracting, Inc.
19 Ledge Hill Road
West Roxbury, MA

Currently the general contractor at one of
Ross Associates' Developments:

The Norfolk House
10 Eliot Square, Roxbury

Lender: 1st American Bank
572 Columbia Rd.
Boston, MA

Ross Associates

Boston based real estate development and consulting firm. Formed in 1981, the firm is a Massachusetts General Partnership whose three general partners (each of whom have an equal ownership percentage) Ross E. Perry, C. Douglas Amelang and Randall J. Gasbarro have over 50 years of real estate industry experience.

Ross Associates currently has several projects in various stages of the development process ranging in size from \$450,000 to \$17,000,000 (total project costs).

See the attached summary of "Related Experience" for each project along with their corresponding architectural drawings.

ESP Management Co., Inc. d/b/a Equity Management

Boston based real estate property management and consulting firm. Formed in 1984, the firm is a Massachusetts Corporation whose three stockholders and officers are C. Douglas Amelang, Ross E. Perry and Randall J. Gasbarro, each of whom have an equal ownership percentage.

Equity Management currently manages several buildings in Boston and provides consulting services to some of Boston's real estate developers, contractors and property managers, as well as to community based organizations and other non-profit groups.

Equity Management is the exclusive managing agent for all properties developed by Ross Associates (including joint ventures).

Ross E. Perry, CPA

General Partner, founder, and 1/3 owner of Ross Associates
Vice President and 1/3 owner of Equity Management

Licensed to practice as a certified public accountant in the state of Massachusetts. Member of The American Institute of Certified Public Accountants (AICPA) and The Massachusetts Society of CPA's. Formerly a tax consultant practicing with the international accounting firm of Touche Ross & Co., specializing in the Real Estate Industry. Graduate of Northeastern University.

The following is a brief list of the major development projects for which various financial services were provided during 1985.

Sawyer-Bellamy Mill: Adaptive - reuse (historic) of a woolen mill into 209 residential apartments. Located in Dover, NH. This project is scheduled for completion in 1985. Consultant involved with the syndication process, providing financial analysis and projections to the syndication and project management teams. Total project costs \$13.5M, including \$5M in equity.

Academy Apartments: Historic renovation of 70 residential apartments. Located in downtown Philadelphia, PA. This project is scheduled for completion in 1985. Consultant involved with the syndication process, providing financial analysis and projections to the syndication and project management teams. Total project costs \$7M, including \$2.5M in equity.

Floridan Associates: Adaptive - reuse (historic) of a hotel into 250,000 sq. ft. of office and retail space. Located in Tampa, FL. This project is scheduled for completion in 1985. Consultant involved with the syndication process. Providing financial analysis and projections to the syndication and project management team. Total project costs \$22.8M, including \$6.7M in equity.

Chauncy St. Associates: Historic renovation of 71,000 sq. ft. of office and retail space. Located on Chauncy St. in downtown Boston, MA. This project is scheduled for completion in 1986. Consultant involved with the syndication process. Providing financial analysis and projections to the syndication and project management teams. Total project costs \$12M, including \$5M in equity.

Additional Projects in which similar services were provided resulted in the production of 1,352 apartments and 300 hotel rooms. Total project costs \$105.9M, including \$30.6M in equity.

General Partner, 1/3 owner of Ross Associates
President, founder, and 1/3 owner of Equity Management

Certified Property Manager (CPM) designation is earned by obtaining both the experience and specialized education essential for professional management based on The Institute of Real Estate Management (IREM) standards, recognized nationally.

The following is a brief list of the related projects for which Mr. Amelang was directly responsible; as well as some additional career background.

Franklin Square House: Adaptive - reuse of a 700 + room residence for women into housing for the elderly containing approximately 193 units. Located in the South End on East Newton Street. The project was completed in June of 1976. President of State Street Development Management Corp.

Symphony Plaza East & West: Construction of new residential housing for low income/elderly households containing 404 units. Located at the corners of Huntington and Massachusetts Avenue, the project was completed in 1978. President of State Street Development Management Corp.

Clearway St. Apartments: Renovation of entire city block containing approximately 117 residential apartments. Located on Clearway Street, between Massachusetts Avenue and Dalton Street. The project was substantially completed in 1984. Trustee and Property Manager, Church Realty Trust, an operating division of the First Church of Christ, Scientist, Boston, MA, a substantial property owner in Boston as well as in other U.S. cities. Employed by The Christian Science Church since 1978.

Additional Career Background:

(March 1972 - 1978) President of State Street Development Management Corp. - Managing MHFA and FHA and conventional housing, including nine major apartment complexes with over 1400 units. Additional 900 units in various stages of construction and development.

Responsible for Management Program:

Determine policy and procedure for all administrative and personnel requirements. Control payroll of 40 people and direct recruiting, interviewing, hiring and termination. Establish pay scale, vacation schedules and grievances. Establish budgets, analyze expenses, prepare financial statements and reports.

Coordinate MHFA and FHA requirements with development company including tenant selection plan, management contract, management agreement, management plan, affirmative fair marketing plan, questionnaire for sponsor, questionnaire for managing agent, certification of managing agent, minority hiring plan and equal opportunity questionnaire. Insure that all requirements, forms, procedures and policies are utilized.

Direct activities of nine resident managers and nine rental agents and related staffs. Includes rent collection, leases, maintenance and repair, delinquencies, evictions, grounds care, security, administering policy, procedure and use of standard forms.

Direct activities of four clubhouses and related recreational facilities including pools, tennis courts, basketball courts and a variety of functions and programs.

Coordinate management's requirements with architecture and construction to develop functional, practical building design that will be easy to maintain and manage.

(1971 - 1972) Allied Maintenance Corp. of New England - Assistant Manager Mechanical Department at Prudential Center in Boston - Directed activities of craft and mechanical divisions who serviced need of Pru complex. Work included quarterly survey of property, obtaining estimates for repairs, generating contracts for work or work orders if work done by in-house staff. Developed a maintenance program and a preventative maintenance for all mechanical equipment. Supervised engineers, mechanics, electricians, painters, carpenters.

(1970 - 1971) Executive Director of Management Division, The T. J. Flatley Company - Real estate, industrial and commercial management company.

Managing 16 major apartment complexes with over 2,500 units. Additional 1,200 units under construction and being rented up.

Responsible for Management Program

Manage marketing, advertising, merchandising and leasing. Supervise marketing director, 16 rental managers and office supporting staff.

Manager maintenance section responsible for remodeling and modernization of apartments, buildings and grounds; includes janitorial, painting, carpentry, plumbing and electrical. Set up standard forms and procedures and a maintenance program geared toward improved service and better resident relations. Supervise a maintenance supervisor, a maintenance coordinator, and 16 resident managers and their office supporting staff. The above includes a training program and regular staff meetings.

Manage administrative activities including recruiting, interviewing, hiring personnel and related factors, such as pay scale, vacation schedules, grievances and terminations. Administrative petty cash fund and vendor invoices and subcontractors. Control payroll of 125 people, accounts payable of approximately \$80,000 a month, and accounts receivable of approximately \$600,000 a month. Includes budgeting, analyzing expenses, preparing financial statements and determining and implementing cost saving measures.

Manage Recreational and Clubhouse Program, which includes an executive Clubhouse Director and four Clubhouse directors and their staffs.

Manage security program directed by security coordinator and a variety of security sub-contractors.

Additional Experience - exposure to industrial - commercial leasing and management, feasibility studies, site locations, rezoning, negotiating contracts for purchase and sale, financing, establishing rapport with landowners and abutters, working with brokers, attorneys, architects and public officials.

(1960 - 1970) Superintendent of Maintenance - The First Church of Christ, Scientist, Boston, MA - Managed a division with an annual budget of \$2,000,000 and a manpower complement of 200 persons. Division included the following activities:

The Craft Section included electrical, carpentry, plumbing, painting, stationary engineers, machine shop and laborers.

The Custodial Section included janitors, housekeepers, bellhops, elevator operators and a laundry operation.

The Security Section included doormen, outside property security, internal building security and a team of special police.

Randall J. Gasbarro

General Partner, 1/3 owner of Ross Associates
Treasurer clerk and 1/3 owner of Equity Management

Formerly with the international accounting firm of Touche Ross & Co., as a tax consultant, specializing in the Real Estate Industry. Graduate of Suffolk University.

The following is a brief list of the major development projects for which various financial services were provided during 1985.

25 Kingston St.: Historic renovation of 25,000 square feet of first-class office space. Located on Kingston St. in downtown Boston, MA. This project is scheduled for completion in 1986. Consultant involved with equity placement, financial analysis and projections, development planning and construction management.

Riverbend Condominiums: 65 residential townhouse units. Concerned with the preservation of the Charles River area. Located in Franklin, MA. The project is scheduled for completion in 1986. Provided financial consulting services to the developer.

Responsible for raising the necessary capital sufficient to meet equity requirements.

MEMORANDUM

JUNE 26, 1986

4773

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICARDO A. MILLETT, ASSISTANT DIRECTOR
PETER DREIER, ASSISTANT DIRECTOR FOR HOUSING
MUHAMMAD ALI-SALAAM, SENIOR PLANNER

SUBJECT: DUDLEY SQUARE STUDY AREA, PERMISSION TO
TENTATIVELY DESIGNATE ROSS ASSOCIATES AS
REDEVELOPER OF 68-70 BARTLETT STREET, ROXBURY;
AND AUTHORIZATION TO THE DIRECTOR TO EXECUTE
A LICENSE AGREEMENT FOR EARLY ENTRY, PRIOR
TO CONVEYANCE, FOR TEST BORINGS AND UTILITY
PLACEMENT EXAMINATIONS IN ANTICIPATION OF
22 NEW HOUSING UNITS.

Sixty eight-Seventy (68-70) Bartlett Street is located in John Eliot Square, within the Dudley Square Study Area, owned by the City of Boston Real Property Department and has been a 9,018 sq. ft. vacant lot since the razing of the Eliot Hotel due to arson in 1983. (See location map - Exhibit A).

On June 2, 1986 the Director requested that the City transfer the aforementioned parcel to the Authority for development of housing in a manner prescribed by the community participation process for the Dudley Square Study Area and development review by the staff. This request was based upon the staff's recommendation that the redevelopment proposal submitted by Ross Associates, the owner and developer of the abutting parcel known as the Norfolk House, represented the best opportunity of the Authority to get this parcel developed by a local development team.

The principals of Ross Associates/Bartlett Court are Ross Perry, C. Douglas Amelang and Randall J. Gasbarro. These three partners have over 20 years experience in the financing, construction and property management facets of the real estate industry. Additionally, the Roxbury Action Program (a local community development corporation) has a limited equity interest in this venture by virtue of their ownership of a portion the abutting parcel which, when combined with 68-70 Bartlett Street, will make up a buildable lot of approximately 17,500 sq. ft. The public parcel comprises 52 percent of the developable site; the remainder is privately owned by Ross Associates.

The "Bartlett Court" development will contain 22, 2 bedroom condominiums averaging 895 sq. ft. of living area. Thirty-six percent (36%) of the units (8 units) shall be marketed to families earning up to 80% of the 1985 Boston SMSA median income (\$27,200 for a family of 4) and shall sell for between \$60,000 and \$64,000. The floor plans and elevations of the development reflect an uncommon sensitivity to the architectural heritage of the Roxbury Highlands community and respond to the highest objectives of the Authority's design review process. (See Exhibit B).

Construction financing for Bartlett Court shall be provided by the First American Bank for Savings (See Exhibit C) under conventional arrangements. The Authority will have the land appraised, taking into consideration the affordability restrictions and may write-down the value of the land in order to promote the achievement of the City's housing creation and affordability goals.

In order to facilitate the development of this project the developer requests permission to enter on to the site to examine ground conditions for the placement of utilities, drainage lines and to conduct test borings. Approval of this action will facilitate the final stages of the design/development review process for Bartlett Court. (See Exhibit D).

The License Agreement requires the licensee to assume all expenses for the work and to comply with applicable codes and ordinances. Further, the licensee must obtain liability insurance naming the Authority as co-insured, prior to entry. (See Exhibit E).

It is therefore recommended that Ross Associates be designated as tentative redeveloper for 68-70 Bartlett Street, Roxbury and that the Authority authorize the Director to enter into a License Agreement with Ross Associates, for test borings and utility placement examination.

An appropriate resolution is attached.

